

DEPOSIT GUARANTY NATIONAL	X	
BANK OF JACKSON, MISSISSIPPI,	X	
a national banking institu-	X	IN THE CIRCUIT COURT OF
tion,	X	
	X	
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
	X	
vs.	X	
	X	AT LAW
SIDNEY L. GIDDINGS, JR.	X	9155
	X	
Defendant.	X	

The Plaintiff claims of the Defendant the sum of Four Thousand Seven Hundred and Sixty-nine Dollars and 76/100 (\$4,769.76) due by Promissory Note made by him on the 9th day of June, 1969 and payable on the 8th day of September, 1969, with interest thereon at the rate of 8% per annum from date.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorneys fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of Seven Hundred and Twenty-five Dollars (\$725.00) as such reasonable attorneys' fee.

The Plaintiff further avers that in, by and as a part of said note the defendant waives as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property, and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

By: John E. Chason  
Attorneys for Plaintiff

Defendant may be served  
at 301 South Section Street,  
Fairhope, Alabama.

**FILED**

MAR 3 1970

**ALICE J. DUCK** CLERK  
REGISTER

DEPOSIT GUARANTY NATIONAL BANK OF  
JACKSON, MISSISSIPPI, a national  
banking institution,

Plaintiff,

vs.

SIDNEY L. GIDDINGS, JR.

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

COMPLAINT

\* \* \* \* \*

CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9155

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon SIDNEY L. GIDDINGS, JR.

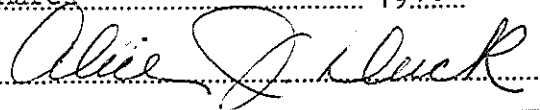
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

SIDNEY L. GIDDINGS, JR. ... Defendant.....

by Deposit Guaranty National Bank of Jackson, Mississippi a National Banking  
Institution

Plaintiff.....

Witness my hand this 3rd day of March 1970..

 Clerk

No. 9155

Page.....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

DEPOSIT GUARANTY NATIONAL BANK OF  
JACKSON, MISSISSIPPI, A National.....  
Banking Institution,

Plaintiffs

vs.

SIDNEY L. GIDDINGS, JR.

301 S. Second St Defendants

**SUMMONS AND COMPLAINT**

*Enrichment, Ltd.*

928-9606

Filed March 3, 19 70

Alice J. Duck

Clerk

Chason, Stone & Chason

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

March 3 19 70

Sheriff

I have executed this summons

this 9 March 19 70

by leaving a copy with

Sidney L. Giddings

Sheriff claims 20 miles at  
Ten Cents per mile Total \$ 2.00  
TAYLOR WILKINS, Sheriff  
BY *Cook*  
DEPUTY SHERIFF

Sheriff

Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

*W. G. Cook*  
*10 Enrichment, Ltd.*

JIM PRYOR

\$ 600.00

PENSACOLA, FLA. October 6,

19 69

Ninety-One (91) Days

AFTER DATE I PROMISE TO

PAY TO THE ORDER OF THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA, FLORIDA

Six Hundred and NO/100

DOLLARS

FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF  $\frac{3}{8}$  PER CENT, PER ANNUM FROM MATURITY UNTIL PAID

PAYABLE AT

THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA, FLORIDA

ALL MAKERS, ENDORSERS, AND PERSONS NOW OR HEREAFTER BECOMING PARTIES HERETO, HEREBY WAIVE DEMAND AND NOTICE OF DEMAND, NON-PAYMENT AND PROTEST AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO COLLECT OR SECURE THIS NOTE, INCLUDING REASONABLE ATTORNEY'S FEE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, THE BANK AT WHICH THIS NOTE IS PAYABLE IS HEREBY AUTHORIZED TO APPLY ON OR AFTER MATURITY, TO THE PAYMENT OF THIS DEBT ANY FUNDS IN SAID BANK BELONGING TO THE MAKER, SURETY, ENDORSER, OR PAYOR, OR ANY ONE OF THEM, AND ALL ENDORSERS AND SURETIES AGREE THAT THIS NOTE MAY IN WHOLE OR IN PART BE EXTENDED OR RE-NEWED FROM TIME TO TIME WITHOUT NOTICE TO THEM AND WITHOUT RELEASE OF THEIR LIABILITY HEREON.

P. O. Box 2072-Mobile, Ala.

(SEAL)

2772

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